

SPECIMEN COPY

SUPPLEMENTAL AGREEMENT

(CUSTOMER CPU)

between

WESTERN ELECTRIC COMPANY, INCORPORATED

and

Effective as of

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SUPPLEMENTAL AGREEMENT

(CUSTOMER CPU)

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Effective as of
WESTERN ELECTRIC COMPANY, INCORPORATED, a New York
corporation ("WESTERN"), having an office at 222 Broadway, New York, New
York 10038, and

("LICENSEE"), having an office at

agree as follows:

ARTICLE I

MAIN AGREEMENT

1.01 This agreement is supplemental to, and modifies as of the effective date
hereof, a software agreement ("the Main Agreement") between the parties hereto,
effective as of relating to

ARTICLE II

DEFINITIONS

2.01 Terms in this Supplemental Agreement (other than Article headings)
which are in capital letters shall have the meanings specified in the Main
Agreement or in the Definitions Appendix of this Supplemental Agreement.

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ARTICLE III

GRANT OF RIGHT TO ENTER INTO CUSTOMER CPU AGREEMENTS

3.01 Notwithstanding any provisions to the contrary in the Main Agreement, WESTERN, at the request of LICENSEE, grants to LICENSEE, for itself and its SUBSIDIARIES, a personal, nontransferable and nonexclusive right to grant solely to customers thereof solely by a CUSTOMER CPU AGREEMENT a personal, nontransferable and nonexclusive right to use OBJECT CODE SOFTWARE solely for such customers' or their SUBSIDIARIES' internal business purposes and solely on CUSTOMER CPUs, and to furnish said OBJECT CODE SOFTWARE to such customers pursuant to such agreement after the effective date thereof.

3.02 (a) LICENSEE hereby assures WESTERN (or confirms any prior assurance to WESTERN) that it and its SUBSIDIARIES do not intend to and will not knowingly, without the prior written consent of the Office of Export Administration of the U.S. Department of Commerce, Washington, D.C. 20230, transmit directly or indirectly:

- (i) the LICENSED SOFTWARE; or
- (ii) any immediate product (including processes and services) produced directly by the use of the LICENSED SOFTWARE; or
- (iii) any commodity produced by such immediate product if the immediate product of the LICENSED SOFTWARE is a plant capable of producing a commodity or is a major component of such plant;

to Afghanistan or to any Group P, Q, W, Y or Z country specified in Supplement No. 1 to Section 370 of the Export Administration Regulations issued by the U.S. Department of Commerce. LICENSEE agrees to promptly inform WESTERN in writing of any such written consent issued by the Office of Export Administration.

(b) LICENSEE agrees (or confirms any such prior agreement) that neither it nor its SUBSIDIARIES will, without the prior written approval of WESTERN, transmit, directly or indirectly, the LICENSED SOFTWARE other than OBJECT CODE SOFTWARE to any country outside of

(c) LICENSEE further agrees that neither it nor its SUBSIDIARIES will, without the prior written approval of WESTERN, (i) transmit, directly or indirectly, any OBJECT CODE SOFTWARE to any country outside of

or (ii) approve transmittal to any country outside of such country or countries by any customer or SUBSIDIARY thereof of any OBJECT CODE SOFTWARE furnished by LICENSEE to such customer.

(d) LICENSEE agrees that its and its SUBSIDIARIES' obligations under this Section 3.02 shall survive and continue after any termination of rights under this agreement.

ARTICLE IV

FEEES

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4.01 LICENSEE shall pay to WESTERN in the manner and at the times specified in Article V, for rights granted under this Supplemental Agreement, following execution and delivery of any CUSTOMER CPU AGREEMENT, a fee of U.S. dollars (\$) for a first CPU and a fee of U.S. dollars (\$) for each additional CPU then designated therein by location, type and serial number, and (ii) following each agreement by LICENSEE or any of its SUBSIDIARIES pursuant to such CUSTOMER CPU AGREEMENT to the designation of one or more additional CPUs under such CUSTOMER CPU AGREEMENT, a fee of U.S. dollars (\$) for each of such one or more CPUs.

ARTICLE V

REPORTS AND PAYMENTS

5.01 LICENSEE shall keep full, clear and accurate records with respect to all CPUs designated in CUSTOMER CPU AGREEMENTS. WESTERN shall have the right through its accredited auditing representatives to make an examination and audit, during normal business hours, not more frequently than annually, of all such records and such other records and accounts as may under recognized accounting practices contain information bearing upon the amounts of fees payable to it under this Supplemental Agreement. Prompt adjustment shall be made by the proper party to compensate for any errors or omissions disclosed by such examination or audit. Neither such right to examine and audit nor the right to receive such adjustment shall be affected by any statement to the contrary, appearing on checks or otherwise, unless such statement appears in a letter, signed by the party having such right and delivered to the other party, expressly waiving such right.

5.02 (a) Within sixty (60) days after the end of each semiannual period ending on June 30th or December 31st, commencing with the semiannual period during which this agreement first becomes effective, LICENSEE shall furnish to WESTERN a statement, in form acceptable to WESTERN, certified by an authorized representative of LICENSEE, identifying all CPUs designated in CUSTOMER CPU AGREEMENTS during such semiannual period, and showing the amounts of fees payable on such CPUs. If there is no such CPU, that fact shall be shown on such statement.

(b) Within such sixty (60) days LICENSEE shall, irrespective of its own business and accounting methods, pay to WESTERN the fees payable for such semiannual period as shown in the statement required by Section 5.02(a). Such statement, together with the payment in United States dollars for the fees shown therein, shall be sent to WESTERN'S Treasury Organization at 222 Broadway, New York, New York 10038, or at such address as WESTERN shall have specified by written notice. Any conversion to United States dollars shall be at the prevailing rate for bank cable transfers on New York City as quoted for the last day of such semiannual period by leading banks dealing in the New York City foreign exchange market.

(c) LICENSEE shall furnish whatever additional information WESTERN may reasonably prescribe from time to time to enable WESTERN to ascertain the amounts of fees payable pursuant hereto.

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5.03 Payments provided for in this Supplemental Agreement shall, when overdue, be subject to a late payment charge calculated at an annual rate of one percent (1%) over the prime rate or successive prime rates in effect in New York City during delinquency; provided, however, that if the amount of such late payment charge exceeds the maximum permitted by law for such charge, such charge shall be reduced to such maximum amount.

ARTICLE VI

MISCELLANEOUS PROVISIONS

6.01 If LICENSEE or any of its SUBSIDIARIES shall fail to fulfill one or more of its obligations under this Supplemental Agreement or the Main Agreement, WESTERN may, upon its election and in addition to any other remedies that it may have, at any time terminate all the rights granted by it hereunder and under the Main Agreement by not less than two (2) months' written notice to LICENSEE specifying any such breach, unless within the period of such notice all breaches specified therein shall have been remedied; upon such termination WESTERN shall not have any obligation to refund any monies paid it pursuant to this Supplemental Agreement or the Main Agreement and LICENSEE shall within thirty (30) days deliver to WESTERN all documentation containing the LICENSED SOFTWARE which is under the control of it or its SUBSIDIARIES, and shall render unusable all LICENSED SOFTWARE placed in any storage apparatus under such control.

6.02 Except as otherwise specifically provided herein, all of the provisions in the Main Agreement remain in full force and effect in respect of such agreement as modified hereby (whether or not further modified), and such provisions, to the extent applicable, are incorporated herein by reference.

6.03 If LICENSEE is not a corporation, all references to LICENSEE'S SUBSIDIARIES shall be deemed deleted.

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IN WITNESS WHEREOF, each of the parties has caused this Supplemental Agreement to be executed in duplicate originals by its duly authorized representatives on the respective dates entered below.

WESTERN ELECTRIC COMPANY, INCORPORATED

By

Date

Attest:

[SEAL]

.....
Secretary

By

Title

Date

Attest:

[SEAL]

.....
Secretary

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DEFINITIONS APPENDIX

CUSTOMER CPU AGREEMENT means an agreement between LICENSEE or any of its SUBSIDIARIES and a customer thereof, for which agreement WESTERN has given its written approval to LICENSEE prior to execution thereof.

CUSTOMER CPU means any CPU designated in or pursuant to any CUSTOMER CPU AGREEMENT.

OBJECT CODE SOFTWARE means any COMPUTER PROGRAM in machine language directly executable by a CPU, which COMPUTER PROGRAM is part of or derived from LICENSED SOFTWARE. The term also means any table, constant or other information that is used or interpreted by any such COMPUTER PROGRAM.

WESTERN ELECTRIC COMPANY, INCORPORATED

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